

NPS Form 10-114 (Rev. 8/2021)  
National Park Service

### SPECIAL USE PERMIT



**Yellowstone National Park**  
PO Box 168  
Yellowstone National Park, WY 82190  
307-344-2722



<b>Permittee information</b>
Permittee name:
Walter Clapp
Company/Organization:
Clapp 2024
Street address:
301 Platt Ave N
City:
Red Lodge
State:
MT
Country:
USA
Zip code:
59068
Mobile phone number:
406-224-5339
Fax number:
N/A
Email address:
walter@clapp24.us

**Park alpha code:** YELL

**Permit #** SUP23-299

**Type of use:**

- ☐ Special event  
☐ Filming or still photography  
☒ Demonstration, sale or distribution of printed matter, etc.  
☐ Agricultural or grazing  
☐ Other: \_\_\_\_\_

**NEPA compliance:**

- ☒ Categorically excluded  
☐ EA/FONSI  
☐ EIS  
☒ PEPC # 67114  
☐ Other: \_\_\_\_\_

**Authorizing legislation or other authority:**

- ☒ 54 U.S.C. § 100101  
☒ 54 U.S.C. § 100751(a)  
☐ 54 U.S.C. § 103104  
☐ 54 U.S.C. § 100905 (still photography)  
☐ Other authority: \_\_\_\_\_  
☐ Park-specific legislation: \_\_\_\_\_

The Permittee is authorized to use the following described lands or facilities in Yellowstone National Park:  
See page 5 for list of locations and times.

The Permittee may use those lands or facilities only for the following purpose:  
First amendment speech. See pages 4 and 5 for details.

This permit begins at \_\_\_\_\_ am ☐ / pm ☐ on 07/17/2023 and expires at \_\_\_\_\_ am ☐ / pm ☐ on 07/25/2023.

Application fee	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Performance bond	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Liability insurance	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Cost recovery	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Location fee	Received <input type="checkbox"/>	Required <input type="checkbox"/>	Amount \$ _____
Other authorized fee	Received <input type="checkbox"/>	Required <input type="checkbox"/>	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

Permittee signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorizing NPS official \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorizing NPS official (additional, if required) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**General Terms and Conditions**

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Yellowstone National Park may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$ N/A per occurrence and \$ N/A aggregate; must be issued by a company licensed to do business and in good standing in Idaho, Montana, and Wyoming; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.

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10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$N/A from a bonding company licensed to do business and in good standing in Idaho, Montana, and Wyoming or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.

11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates Walter Clapp as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

19. All individuals participating in the permitted event or activity must wear masks in accordance with the current mask-wearing requirements in the Superintendent's compendium, which is available on the park's website or from the Superintendent's office.

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### Park-specific Terms and Conditions

20. Permit must be carried on site at all times.
21. The area must be left in substantially the same condition as it was prior to the activities authorized herein.
22. Permittee must provide all necessary equipment to conduct activity. All equipment must be removed immediately after the conclusion of the activity. Items left in the park will be considered abandoned property and will not be the responsibility of the NPS. Cleanup will be to NPS satisfaction with final inspection made by permittee designated coordinator of event.
23. No food or trash may be left unattended and all bear safety measures must be followed. If animals approach your site, you must move to not disrupt the wildlife. All participants must stay 25 yards from all wildlife with the exception of bears and wolves which is 100 yards. Wildlife will not be harmed, disturbed, or fed. Harassment of wildlife is prohibited by law.
24. Natural features may not be disturbed or altered. This includes the cutting or removal of vegetation or digging.
25. No electricity is available on site. Generators are prohibited.
26. The use of hand-carried signs are allowed regardless of size. No banners, streamers, or hanging sale item objects are permitted. The use of balloons is prohibited. Nothing may be attached to any natural or historical object or to any National Park Service sign, fence, bench, or post
27. Sound amplification will not be allowed.
28. It is prohibited for persons engaged in activities covered under this permit to obstruct or impede pedestrians or vehicles, or harass park visitors with physical contact. The permittee and all persons involved with the activity must remain within the designated area while conducting activities related to the permit.
29. All printed matter offered for sale or distribution must be non-commercial. Printed matter means message bearing textual printed material such as books, pamphlets, magazines, and leaflets, provided it is not solely commercial advertising. Message bearing items, including but not limited to tee shirts, may be distributed but not sold. The permittee is responsible for security of all funds and materials offered for sale.

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30. The horse drawn wagon pictured on page 6, may be used as a stationary structure or platform in the designated first amendment site. A motor vehicle assisting with the placement of the wagon must remain on designated roadways. No part of the trailer may impede pedestrian or vehicle traffic. The wagon must be secured so that it cannot roll away. The wagon must be attended at all times.

31. Permittee may solicit donations. Donor may not receive anything in exchange for making a donation including but not limited to merchandise, gaining entry into an event, or being allowed participation in an activity.

32. 36 CFR § 2.16, Horses and pack animals, prohibits the following:

(b) The use of horses or pack animals outside of trails, routes or areas designated for their use.

(c) The use of horses or pack animals on a park road, except:

- (1) Where such travel is necessary to cross to or from designated trails, or areas, or privately owned property, and no alternative trails or routes have been designated; or
- (2) when the road has been closed to motor vehicles.

33. Horses will need to remain trailered in front country areas per the Yellowstone Superintendent's Compendium under 36 CFR § 2.16, SC2 subsection (d). Horse and pack animal travel is prohibited in the following locations:

- (1) Developed areas.
- (2) Boiling River Swimming Area.
- (3) Firehole Swimming Area
- (4) Clear Lake.
- (5) Lava Creek.
- (6) Lost Lake.
- (7) Monument Geyser Basin.
- (8) Point Sublime.
- (9) Riverside.
- (10) Shoshone Geyser Basin.
- (11) Upper Terraces.
- (12) Washburn Hot Springs.
- (13) West Thumb Overlook.

34. Other first amendment activities may be permitted for the same locations and times. This permit does not grant exclusive use of the site.

35. First amendment activities may only take place in the locations designated in this permit.

36. The following locations (see attached maps) and times:

Roosevelt Arch Designated Site: 7/19/23 through 7/25/23 8am to 9 pm

Canyon Village Designated Site: 7/19/23 8am to 6 pm and 7/20/23 8am to 6 pm

Mammoth Hot Springs Designated Site: 7/19/23 through 7/21/23 8am to 6 pm

Old Faithful Designated Site: 7/22/23 8am to 6 pm, 7/23/23 8am to 6 pm, 7/24/23 8am to 6 pm, and 7/25/23 8am to 6 pm.

37. Additional people: 1-3 assistants for site setup and take down. 1 musician/singer (guitar) not amplified.



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